

**STATE OF ALASKA****BILATERAL AMENDMENT TO STANDARD CONTRACT FORM**

Goods and Non-Professional Services

1. Agency Contract Number	2013-0400-1810
2. Contract Title	Depository and Banking Services
3. Optional Renewal?	Yes X No
4. Agency Fund & Appropriation Code	N/A
5. IRIS GAE Number (if used)	N/A
6. Amendment No.	Four

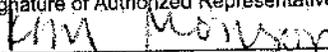
This agreement is between the State of Alaska,				
7. Department of Revenue, Treasury Division	hereafter the State, and			
8. Contractor KeyBank, N.A.	hereafter the Contractor			
Mailing Address	Street or P.O. Box	City	State	ZIP Code
1301 5 <sup>th</sup> Avenue, 25 <sup>th</sup> Floor		Seattle, WA	98101	

9. This Amendment Serves to update ARTICLE 2 to read

**ARTICLE 2. Performance of Contract and Order of Precedence:** In the event a conflict exists among the following agreements and/or documents that have been dually accepted by the State and Contractor, the order of precedence for conflict resolution is as follows:

- 2.1 Appendix A<sup>1</sup> (General Conditions), Items 1 through 17, govern contract performance.
- 2.2 Appendix B sets forth the liability and insurance provisions of this contract.
- 2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.
- 2.3 Appendix D: Key Image Cash Letter Service Schedule, Use of Third Party
- 2.4 Appendix E: Addendum to Key Image Cash Letter Service Schedule, Use of Third Party

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

10. CONTRACTOR	11. CONTRACTING AGENCY
Name of Firm KeyBank, N.A.	Department/Division Revenue/Treasury
Signature of Authorized Representative 	Signature of Procurement Officer 
Typed or Printed Name of Authorized Representative Kim Monson	Typed or Printed Name of Procurement Officer Gabe Ellenbecker
Date 3/15/22	Date 3/18/22

**KEY IMAGE CASH LETTER  
Service Schedule  
USE OF THIRD PARTY**

<b>For Bank Use Only</b> TIN # (required) Account # (optional) Document Type: Treasury Services Agreement Aux Doc Type: Key Image Cash Letter Use of Third Party Contact Name: Phone: Agreement Modified <input type="checkbox"/> Yes or <input type="checkbox"/> No
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**Client Name:** State of Alaska ("Client")

**Third Party Name:** Health Management Systems, Inc.  
("Third Party")

*[Client shall check one or both of the appropriate boxes.]*

**THIS SCHEDULE.** Client has decided to use the Service described below and KeyBank National Association ("Bank") agrees to provide the Service as stated herein. Client, Third Party and Bank agree that the Service shall be performed in accordance with this Service Schedule and Client's selections, designations, authorizations and/or other instructions, and subject to the Master Agreement between Client and Bank for cash management services; a copy of which has been received and signed by Client (said agreement, together with all other addenda, exhibits and schedules attached thereto, collectively called the "Master Agreement"). This Service Schedule is hereby made a part of the Master Agreement. All capitalized terms in this Service Schedule shall, unless otherwise defined herein, have the same meaning as ascribed to them in the Master Agreement.

Client authorizes Third Party to send Electronic Files and/or Electronic Items to Bank and Client authorizes Bank to receive and process such Electronic Files and Electronic Items as if the Electronic Files and Electronic Items were received from Client. Client further authorizes Bank to accept all instructions from Third Party with respect to the Electronic Files and Electronic Items and the use of the Key Image Cash Letter Service in general, as if such instructions were received from Client.

**USE OF THIRD PARTY.**

**A. General.** Client, in using the Key Image Cash Letter Service, has indicated that Client will enter into an agreement with a Third Party to have such Third Party act as an agent, processor or otherwise on behalf of Client to deposit items into Client's account. Each Third Party shall be a "Third Party" hereunder and the requirements of this Service Schedule regarding such Third Party shall apply. Client agrees to cause each Third Party to execute this Service Schedule and to cause to be executed such other agreements or documents relating to Client's use of the Third Party as are required by Bank from time to time. Client agrees that Client has provided to Third Party all information requested by Third Party regarding this Service Schedule and the Master Agreement. When this Service Schedule provides that "Client and Third Party" are responsible for compliance with a particular provision hereof, Client and Third Party agree that each of Client and Third Party is responsible for compliance and liable for non-compliance. Client agrees to be bound by all of Third Party's acts or omissions under this Service Schedule, including, without limitation, the transfer, presentment, or return of Electronic Files and/or Electronic Items handled by Bank pursuant to this Service Schedule. Client acknowledges and agrees that Client remains responsible and liable to Bank for all obligations of Client under the Service Schedule and is responsible and liable to Bank for all acts or failure to act of Third Party in regard to the services provided by Third Party hereunder ("Third Party Services"). This Service Schedule in no way abrogates or derogates from any obligation of Client hereunder, the Cash Management Services Master Agreement, or the Deposit Account Agreement, including with respect to any Electronic Files and/or Electronic Items handled by Bank under such agreements.

In connection with returns, adjustments and other exceptions of Electronic Files and/or Electronic Items, Client authorizes Bank to send Electronic Files and/or Electronic Items to Third Party and authorizes Third Party to receive and process such Electronic Files and/or Electronic Items on behalf of Client. Client further authorizes Bank to accept all instructions from Third Party with respect to the Electronic Files and Electronic Items and the use of the Key Image Cash Letter Service in general, as if such instructions were received from Client.

Client and Third Party warrant to Bank that Client authorizes Bank to act upon Electronic Files and/or Electronic Items and related information and instructions sent to Bank by Third Party that Third Party identifies as having been authorized by Client, without any further investigation or confirmation from Client. Client further agrees that any notice, item, Electronic File, Electronic Item or instruction relating to the Key Image Cash Letter Service delivered to Third Party by the Bank shall be deemed to have been delivered to the Client. Bank may rely on the authorization in this Section B until it is revoked in writing by Client and such written revocation is received by Bank, in accordance with the notification requirements under the Master Agreement, except that following receipt of such revocation Bank shall have a reasonable time not to exceed two Banking Days to take appropriate action.

**B. Authorization.** Pursuant to the terms of this Service Schedule, Client hereby appoints Third Party as Client's agent in connection with Client's use of the Key Image Cash Letter Service, for the purposes specified below:

**C. Monitoring.** (i) Client will maintain its relationship with Third Party in accordance with established risk management practices consistent with industry wide standards, in a commercially reasonable manner, and pursuant to the terms of this Service Schedule. Client shall take or cause to be taken any action as may be appropriate or necessary in its relationship with Third Party to protect Bank against any loss associated with the Third Party Services.

(ii) Client will assess and monitor Third Party's financial condition during the term of this Service Schedule, and shall monitor the Third Party Services for suspicious or unusual transaction activity, fraud, or other unlawful activity in accordance with limits and restrictions established by Client and Bank. Client and Third Party shall comply promptly with all reasonable requests by Bank for information.

(iii) Upon request, Client shall promptly provide Bank with the results of Client's assessments of the Third Party Services and inspections of the Third Party's site including without limitation, evaluations regarding security of equipment and secure storage and destruction of items. This will not affect Bank's independent right to inspect or audit Third Party's site.

(iv) Client will be responsible for and will address all inquiries and service issues with the Third Party arising in connection with the Third Party Services.

**D. Third Party Agreement.** Client has entered into and shall maintain in effect during the term of this Service Schedule, an agreement with Third Party which covers, at a minimum, Third Party's obligations as follow: (i) review and assess Original Checks to determine eligibility for remote capture; (ii) apply required endorsements; (iii) retain, securely store, and destroy Original Checks in accordance with Client requirements, commercially reasonable practices and Applicable Law; (iv) establish and maintain a process to deposit items in the event the Key Image Cash Letter or Third Party Services are unavailable; (v) make such warranties to Client as are necessary to support warranties required by Client in this Service Schedule and under Applicable Law; and (vi) provide required information for Client's assessment and monitoring of the Third Party Services and Third Party's financial condition. Client agrees to provide Bank access to and a right to audit and receive a copy of the Third Party Agreement and amendments thereto, and related files, transaction records, and other information on file with Client.

**1. Designated Accounts.** Client shall designate one or more deposit accounts at Bank (collectively, the "Account") with respect to which check truncation and Electronic Item presentment services described in Section 3 below (the "Services") shall apply, subject to the terms and conditions of this Service Schedule, the Master Agreement, and Bank's Deposit Account Agreement and Funds Availability Policy. The number and title of each Account and any special instructions are set forth in Set-Up Instructions completed between the parties. Each new account shall be designated in a new Set-Up Instruction. In order for Bank to perform the Services hereunder, Client must provide all information required by Bank, and such information must be accurate and complete. In the event that any such information is not timely, accurate or complete, Bank may reject or be unable to process an Electronic Item and, in this event and notwithstanding anything to the contrary in the Master Agreement or Service Schedule(s), Bank shall not be liable for its failure to return such Electronic Item. Client may make deposits using the Services only to Accounts designated pursuant to this paragraph.

## **2. Responsibilities of Client / Third Party.**

A. Client and Third Party shall truncate those one or more Original Checks that Client has received for payment or deposit and which Client has selected for truncation. Client and Third Party shall create an electronic file ("Electronic File") containing all such truncated Original Checks (collectively, called

"Electronic Items") and shall transmit such Electronic File to Bank. The term "truncate" means to remove an Original Check from the forward collection and payment process and send to a recipient, in lieu of such Original Check, electronic information relating to the Original Check (including data taken from the MICR line of the Original Check or an electronic image of the Original Check). The term "Original Check" means the first paper check issued with respect to a particular payment transaction. Notwithstanding the provisions of this paragraph and paragraphs 2. D (iii) and 4. A. below, if Client is a "bank" as defined in 12 CFR 229.2, Client and Third Party may create an Electronic File containing a truncated Substitute Check, and in such case, Client and Third Party agree that all representations, warranties, indemnifications and other promises in this Service Schedule relating to "Original Checks" shall also include any and all Substitute Checks contained in a Electronic File transmitted by Client and Third Party to Bank.

B. Each of Client and Third Party represents, warrants and covenants that after truncation of an Original Check, Client and Third Party shall safeguard the Electronic Items and Original Checks identified in any Electronic File previously sent to Bank in order to assure that such Original Checks and Electronic Items (i) shall not be submitted for deposit with Bank or any other financial institution, except in accordance with the terms and conditions of this Service Schedule related to un-processable Electronic items and (ii) shall not be transferred for value to any other person or other entity.

C. Upon receipt of any transmitted Electronic File, Bank shall be the lawful owner of such Electronic File and each Electronic Item with respect to Original Checks imaged in such Electronic File. Client and Third Party agree to retain and securely store all Original Checks truncated pursuant to this Service Schedule for a minimum period of time determined by Client in its own business judgment, after which time such Original Checks may be destroyed. Client and Third Party agree that such retention and destruction shall be carried out in a commercially reasonable manner. However, for accounting, auditing and other legal purposes, Client and Third Party may keep electronic records regarding its receipt and deposit of such checks; provided such internal electronic records cannot be used to generate duplicate Electronic Files for purposes of depositing and presenting such checks for payment. Client and Third Party agree that each shall be liable for any damages, losses or other liability resulting from the retention and destruction of Original Checks, Electronic Files or Electronic Items.

D. Client and Third Party shall not at any time truncate and shall not create an Electronic File under this Service Schedule for (i) any foreign checks, drafts or other items drawn on any financial institution that is not located in any State (as defined in Regulation CC) in the U.S.A. (including certain designated US Territories that are included as States), (ii) any automated clearing house ("ACH") entry subject to the Rules of the National Automated Clearing House Association, (iii) any Substitute Check created by Bank or any other person or other entity except as provided for redeposit of a returned check or returned Electronic Item in Paragraph 4. A. below, (iv) U.S. savings bonds, and (v) other items that are not eligible for check image collection and presentment under applicable law, clearinghouse rule, or the Bank's service guidelines.

E. For each Electronic File received by Bank, Client and Third Party shall establish and retain a back-up electronic file thereof for not less than sixty (60) days after transmission thereof to Bank, with adequate storage, retention and retrieval capabilities

to ensure the integrity and protection of such back-up file against unauthorized access or use and to ensure timely transmission of Sufficient Copies of Electronic Items if requested by Bank. After expiration of the applicable retention period, Client and Third Party may destroy such back-up file. Client acknowledges that this paragraph does not relieve Client of any obligation to maintain records for its own accounting, audit, or other legal purposes. Client and Third Party agree that each shall be liable for any damages, losses or other liability resulting from the retention and destruction of Original Checks, Electronic Files or Electronic Items.

F. Client and Third Party agree that for all purposes under this Agreement, any other agreements with Bank relating to the Account, and the application of applicable law to the Service, an Electronic Item shall be deemed to be a "check" and/or an "item" as such terms are used and defined in the Uniform Commercial Code, the Expedited Funds Availability Act, Regulation CC and Regulation J of the Federal Reserve Board, applicable clearinghouse rules, and other applicable check law and rules to the same extent that the Original Check is a check and/or an item.

G. Client and Third Party shall comply with such limits on Electronic Items or Electronic Files or other limitations on the Account(s) as are established by Bank from time to time, and shall establish procedures to assure compliance with such limits on an ongoing basis.

H. Each of Client and Third Party shall promptly provide to Bank such information as is reasonably requested by Bank relating to the Services including, without limitation, information regarding (1) the Account, (2) any Electronic Files or Items, (3) the physical location(s) of Client and Third Party and security thereof, (4) check storage practices, (5) controls over use of the Services and related equipment, (6) transportation of data between Client sites or to Third Party sites and offsite storage utilized by Client or Third Party at any time, (7) Client's procedures and policies for use of the Services by Client's employees, agents or Third Party or other Third Party, including separation of duties, (8) business continuity program of Client and Third Party, (9) anti-money laundering program of Client and Third Party, (10) Client's and Third Party's data security program, and (11) any other information required by Bank to monitor Client's use of the Services. Each of Client and Third Party agrees to participate in all conferences with Bank either in person or via telephone or other electronic means relating to compliance with the foregoing.

I. Client shall have a plan for depositing its items at Bank in the event (i) the Services are unavailable for any reason and (ii) the Third Party Services are unavailable for deposit of items at Bank, and shall provide Bank with a copy of such plan upon request. Third Party shall have a plan for depositing Client's items at Bank in the event Third Party experiences an outage and shall provide Bank with a copy of such plan upon request.

J. Each of Client and Third Party will provide Bank with sixty (60) days prior written notice of a change in control of its business. For purposes of this section, "change in control" means a person other than an affiliate of such entity, acquires, in one or more transactions, voting stock or power of such entity in an aggregate amount so as to enable the acquirer to exercise more than fifty percent (50%) of the voting stock or power of such entity, or an acquirer acquires in one or more transactions all or substantially all of the assets of such entity, or such entity is merged or consolidated with another entity. Client and Third

Party agree to provide information to Bank regarding shareholders, partners, or members owning twenty-five percent (25%) or more of the business.

K. Client agrees that if Bank identifies an Electronic Item or Electronic File submitted by Client as an Electronic Item or Electronic File that has been previously transmitted to Bank ("duplicate presentment"), Bank will immediately charge the Electronic Item or Electronic File back to Client's Account or other account of Client, without accepting the Electronic Item or Electronic File for deposit. Client further agrees that if Bank accepts an Electronic Item or Electronic File for deposit and thereafter determines that the Electronic Item or Electronic File was a duplicate presentment, Bank may chargeback such Electronic Item or Electronic File at any time after acceptance. The provisions of this paragraph do not affect the warranty made by Client in paragraph 4. B. (iii) regarding duplicate presentment and Client's liability under this Agreement for breach of such warranty.

### 3. Services; License; Responsibilities of Bank.

A. Bank shall accept for deposit at Bank's designated location all Electronic Files containing Electronic Items transmitted by or on behalf of Client, which are acceptable to Bank or otherwise qualify based on criteria selected by Bank from time to time, subject to the terms of this Service Schedule, and shall process such Electronic Items, either as electronic image exchange items or as Substitute Checks for forward collection and presentment for payment by the paying bank, subject to applicable laws and regulations and clearinghouse rules. Client agrees that an Electronic File will not be deemed received by Bank until Client has received an electronic deposit receipt from Bank. Client agrees to print such receipt for its records.

B. Electronic Items accepted before Bank by Bank's cut-off time and availability schedule in effect for Electronic Items, as established or modified by Bank from time to time, shall be posted to Client's Account for settlement that banking day. Bank will make a deposit to the Account available for withdrawal in accordance with Bank's availability schedule. With respect to any return of an Electronic Item or warranty claim from another person relating to an Electronic Item (or a Substitute Check created from an Electronic Item), or if Bank fails to receive final settlement for an Electronic Item for whatever reason, Bank may charge back the amount of the returned Electronic Item or warranty claim to the Account.

C. Bank may in its sole discretion repair an Electronic Item, or the related MICR line information, prior to processing and collecting the Electronic Item. In the event that Bank detects an error in the Electronic Items or Electronic File delivered by Client or Third Party and Bank determines not to process such Electronic Items or Electronic File, Bank will promptly notify Client. Client or Third Party will thereafter transmit to Bank a corrected Electronic Item, or destroy the applicable Electronic Item and deposit the related Original Check for check processing to any account of Client. Client agrees that it is solely responsible for any loss in the event that an Electronic Item or Electronic File cannot be processed for any reason and the Original Check is unavailable for collection.

D. For Electronic Items drawn on other financial institutions, Bank will not act as a returning bank for Client, and Bank will not agree to handle returns of Electronic Items or Substitute Checks created from Electronic Items from other banks that seek to return such items to Client. In the event that Bank seeks to

return an Electronic Image to Client for any reason, Bank may, at its option, deliver the Electronic Item or Substitute Check created from the Electronic Item to the Federal Reserve Bank for return to Client, or return a Substitute Check or photo-in-lieu created from the Electronic Item directly to Client.

#### 4. Client / Third Party Warranties; Covenants.

A. Warranties of Client and Third Party. Each of Client and Third Party makes the following representations, warranties and covenants as of the date of this Service Schedule and upon each delivery of an Electronic File to Bank:

(i) Any Electronic File shall not include an electronic representation of a "substitute check" as defined in subpart A of the FRB Regulation CC, except in connection with Client's redeposit of a returned check, or a returned Electronic Item. The term "Substitute Check" means: a paper reproduction of an Original Check that (1) contains an image of the front and back of the original check; (2) bears a MICR line containing all the information appearing on the MICR line of the Original Check, except as provided under generally applicable industry standards for substitute checks to facilitate the processing of substitute checks; (3) conforms in paper stock, dimension, and otherwise with generally applicable industry standards for substitute checks; and (4) is suitable for automated processing in the same manner as the Original Check.

(ii) With respect to each Electronic Item in any Electronic File delivered to Bank:

(a) The Electronic Item accurately represents all of the information on the front and back of the Original Check as of the time that the Original Check was truncated, including without limitation the payment instructions of the drawer such as the amount of the check, the payee, and the drawer's signature, information identifying the drawer and the paying bank, and the MICR line of the Original Check. The term "magnetic ink character recognition line" and "MICR line" mean the numbers, which may include the routing number, account number, check number, check amount, and other information, that are printed near the bottom of an Original Check in magnetic ink;

(b) The Electronic File information associated with the Electronic Item contains an electronic record of the MICR line of the Original Check, except for any changes required or permitted by Part 229, Subpart D of the FRB Regulation CC for Substitute Checks, clearinghouse rule or applicable industry standards; and

(c) No party will receive a transfer, presentment, or return of, or otherwise be charged for, the Electronic Item, the Original Check, or a paper or electronic representation of the Electronic Item or Original Check such that the party will be asked to make payment based on an Electronic Item, Original Check or Substitute Check it already has paid.

(iii) The Electronic Item bears all endorsements, if any, applied by previous parties that handled the check in any form (including the Original Check, a Substitute Check, or another paper or electronic representation of such Original Check or Substitute Check) for transfer, forward collection or return. Client shall indorse each Original Check prior to truncation in accordance with this Agreement and applicable law. Client shall be responsible to Bank for all losses that arise from the failure of Client to endorse an Original Check or an Electronic Item. Client

authorizes Bank as its agent and service provider to place the endorsement of Client on each Electronic Item or Original Item. Client acknowledges and agrees that Bank is acting as a collecting bank with respect to the Electronic Items or Original Checks that are delivered to it by Client.

(iv) The Electronic File meets the requirements of the American National Standard specifications for Electronic Exchange of Check and Image Data -- DSTU X9.37, in accordance with any specific requirements provided by Bank detailed in the Key Image Cash Letter Companion Document to Draft Standard for Trial Use DSTU X9.37 --2003, a copy of which has been received by Client.

(v) No Original Check (a) contains a forged signature or endorsement, (b) is a forged or "counterfeit" check, (c) has been altered in any respect, or (d) is the subject of any fraud.

(vi) Bank will not sustain a loss due to the submission of Electronic Files hereunder.

(vii) All information provided by Client and Third Party hereunder is accurate and true.

(viii) Client and Third Party have complied with all applicable laws, regulations and rules in using the Service.

(ix) Electronic Files submitted do not contain viruses.

(x) Client and Third Party make the same warranties and representations to Bank that Bank makes under applicable law and clearing house rule to any bank or other person in connection with the collection or presentment by Bank of Electronic Items or Substitute Checks created from Electronic Items.

(xi) Client and Third Party have the processes in place to comply with limits imposed by Bank on the Services, the terms of this Service Schedule and Applicable Law.

(xii) Client and Third Party have processes in place to effectively back up Client information related to the Services, to test Client's and Third Party's processes, hardware and software used in conjunction with the Services, and to make deposits at Bank if the Services are unavailable.

(xiii) Client and Third Party are and will continue to be in compliance with the terms of any other agreement with Bank for services or credit facilities, and are not in default of any term or condition thereof.

(xiv) each party (a) is validly existing and in good standing under the laws of the jurisdiction of its organization; (b) has all requisite power and authority to execute and deliver, and to perform its obligations under, this Service Schedule; (c) this Service Schedule has been duly authorized and executed by each party and constitutes a legal, valid and binding obligation of each party; (d) any consent or authorization of any governmental authority or Third Party required to be obtained by each party in connection with this Service Schedule has been obtained; (e) all information provided and statements made by such party in the application or other documentation provided to Bank in connection with the Services is true and accurate.

(xv) each party covenants and agrees that it will promptly notify Bank in writing of the occurrence of (a) any event which, if it had existed on the date of this Service Schedule, would have

required qualification of the statements made herein or in the application or other documentation provided to Bank in connection with the Services, and (b) any material adverse change. For the purposes of this section, "material adverse change" means any condition or event that has or is reasonably likely to have a material adverse effect on (y) the business, operations, property or condition (financial or otherwise) or prospects of such party, or (z) the validity or enforceability of this Service Schedule or any of the other documents or the rights and remedies of Bank hereunder or thereunder.

**B. Client Warranties.** Client represents, warrants and covenants as of the date of this Service Schedule and upon each delivery of an Electronic File to Bank that:

(i) Client is a person entitled to enforce the Original Check or is authorized to obtain payment of the Original Check on behalf of a person who is either entitled to enforce the Original Check or authorized to obtain payment on behalf of a person entitled to enforce the Original Check.

(ii) Client has performed due diligence with respect to Third Party sufficient to form a commercially reasonable belief that Third Party has the capacity to perform its obligations in conformance with Applicable Law and the terms of this Service Schedule;

(iii) Client has selected Third Party in accordance with established risk management practices consistent with industry wide standards, in a commercially reasonable manner, and in consideration of Bank's recommended suitability standards; and

(iv) Client has (a) assessed the nature of Third Party's business activities and the risks they present, (b) established such limits by dollar amount, volume or such other measures as are reasonable for Client's business and Electronic Files and Electronic Items transmitted hereunder, and (c) established procedures to monitor the Third Party Services to ensure compliance with such measures.

## 5. Indemnity; Liability.

**A. Indemnification by Client.** Client shall indemnify Bank and hold it harmless from and against any and all claims, demands, losses, liabilities or expenses (including interest, costs, and reasonable attorney's fees and other expenses of representation) proximately caused by or arising from (i) a breach of any warranty or covenant by Client or Third Party under this Service Schedule; (ii) the acceptance and/or presentment by Bank of Electronic Items (or Substitute Checks created from Electronic Items) for forward collection and payment in accordance with any Electronic File, which Bank reasonably believes was sent by or on behalf of Client or by or on behalf of Third Party; (iii) any representation, warranty or indemnity made by Bank to another bank or person under applicable law, clearinghouse rule or image exchange agreement in connection with the collection or presentment by Bank of Electronic Items or Substitute Checks created from Electronic Items; (iv) all acts or omissions of Third Party in providing the Third Party Services hereunder, (v) any loss or claim occurring or arising as a result of or attributable to Client's use of Third Party under this Service Schedule, including, without limitation, any compromise of Client's Confidential Information or customer data; and (vi) any claim that the Third Party Services infringe a United States patent.

**B. Indemnification by Third Party.** Third Party shall indemnify

Bank and hold it harmless from and against any and all claims, demands, losses, liabilities or expenses (including interest, costs, and reasonable attorney's fees and other expenses of representation) proximately caused by or arising from (i) a breach of any warranty or covenant by Third Party under this Service Schedule; (ii) the acceptance and/or presentment by Bank of Electronic Items (or Substitute Checks created from Electronic Items) for forward collection and payment in accordance with any Electronic File, which Bank reasonably believes was sent by or on behalf of Third Party; or (iii) any representation, warranty or indemnity made by Bank to another bank or person under applicable law, clearinghouse rule or image exchange agreement in connection with the collection or presentment by Bank of Electronic Items or Substitute Checks created from Electronic Items; (iv) all acts or omissions of Third Party in providing the Third Party Services hereunder; (v) any loss or claim occurring or arising as a result of or attributable to Client's use of Third Party under this Service Schedule, including, without limitation, any compromise of Client's Confidential Information occurring at Third Party or in regard to the Third Party Services; and (vi) any claim that the Third Party Services infringe a United States patent.

**C. Use of the Internet.** Certain of the Services or functionality of the Services may be provided by Bank through the internet. Bank recommends that Client and Third Party have appropriate security measures for internet use, including, a proxy server and/or firewalls to control and protect internet access. In no event will Bank have any liability in connection with and shall not be responsible for (i) inability to connect to or use the Services via the internet or inability to communicate with Bank via the internet or any website resulting from a problem with an internet service provider or online service provider, failure of Third Party's systems or otherwise, (ii) unknown hazards of internet use, including, but not limited to interception of any information relating to Client or its transactions, or any application errors in or security breaches of any internet browser, or (iii) any data that is lost or destroyed in connection with the use of the internet.

**D. Liability of Bank.** Each of Client and Third Party agree that Bank will not be liable for any damage or loss (including, but not limited to, liabilities, costs, and expenses) to Client or Third Party arising out of the acts or omissions of Client or Third Party. Notwithstanding any term or condition in this Service Schedule, the Master Agreement to the contrary, and even if Bank has received any instruction or request by Client or Third Party, Bank shall have no responsibility for, and each of Client and Third Party hereby release Bank from: (i) any liability or other obligation of any kind from or in connection with any actions or omissions of any kind whatsoever by Third Party who has or is using the Services or who is involved in Client's use of the Services under or in connection with this Service Schedule; and (ii) any obligation to cover any insufficiency of funds in any account maintained by Client or Third Party to fund or otherwise settle payment of any item.

**E. Joint and Several Liability.** Client and Third Party agree that they are jointly and severally liable for all obligations hereunder. For the avoidance of doubt, Client and Third Party are jointly and severally liable for all obligations of indemnification.

## 6. Security Procedures.

**A.** When an Electronic File is transmitted to Bank, its authenticity will be confirmed by Client and Third Party prior to transmission pursuant to the security procedure mutually agreed

upon by Client and Third Party, and Client and Bank. Each of Client and Third Party agrees that the security procedures selected are commercially reasonable for Client and Third Party, respectively, and each of Client and Third Party waives any objection that they are not. Each Electronic File transmitted to and accepted by Bank shall be binding upon Client.

B. Client and Third Party shall at all times maintain sufficient safeguards and security procedures to prevent unauthorized or fraudulent Set-Up Instructions and fraudulent or unauthorized Electronic Files or Electronic Items. Client and Third Party shall establish procedures that ensure deposits are made only by those persons authorized to do so. Bank is under no obligation to verify the authenticity of any Set-Up Instruction, Electronic File or Electronic Items, received by Bank in the normal course and manner of dealing between the parties.

C. Security or operational procedures for the detection of Client or Third Party errors in creating any Electronic Item or Electronic File are not provided by Bank and in no event shall Bank be liable for Client or Third Party errors.

7. **Audit / Site Visit.** Each of Client and Third Party agrees that Bank shall have the right to audit Client's and Third Party's processes, controls and operations and also shall have the right to conduct site visits of Client's and Third Party's location at Bank's discretion upon prior notice of not less than forty-eight (48) hours. Each of Client and Third Party agrees that at the request of Bank, it shall perform self-assessments in form and scope as required by Bank. Client and Third Party acknowledge and agree that Bank has the right to mandate internal controls relating to the Service and Client and Third Party shall promptly implement such internal controls when mandated.

8. **Internal Controls.** Each of Client and Third Party will (i) manage and administer the security of all use of the Service; (ii) designate employees of Client and Third Party, respectively, authorized to access and use the Service to prevent misuse of the Service or fraud; (iii) create user profiles, (iv) enable or disable user identification, (v) enable, disable, or distribute access mechanisms, and security procedures and (vi) complete, execute, and modify any forms or Service-related documentation deemed necessary by Bank. Bank may rely on all designations of users made by Client and Third Party until such time as Bank receives notice that such designations have been changed and Bank has a reasonable amount of time to act upon such notice. Each of Client and Third Party agrees to establish and maintain effective control procedures and policies for Client's and Third Party's use of the Service for the prevention of fraud, including, without limitation, fraud involving the theft and re-deposit or duplicate deposit of items. Client and Third Party shall notify Bank immediately of any misuse of the Service, breach of security procedures, fraud in use of the Service, or breach of any Confidential Information. Each of Client and Third Party shall integrate use of the Service into its security program, including, without limitation, information security and physical security programs, as well as disaster recovery or business continuation procedures. Client and Third Party acknowledge that in the event the Service is unavailable for any reason, Client and Third Party may make deposits into the Account at a physical location of Bank.

9. **ARC/BOC Option.** Client may elect, at its sole discretion, to direct Bank to convert the Electronic Items to ACH entries as ARC or BOC entries under the NACHA Rules. Client agrees to execute such additional agreements, schedules and other documentation as required by Bank for the ARC/BOC option,

and agrees that Client's election of such option will be made by Client by delivery to Bank of the executed agreements, schedules and other documentation required by Bank for the ARC/BOC option.

10. **Pricing.** For the Services, Client shall pay fees and charges mutually agreed upon by the parties hereto. Payment shall be processed by Bank as part of the period account analysis performed by Bank with respect to the Accounts. Such fees and charges may be increased by Bank upon notice to Client.

11. **Termination.** This Service Schedule shall continue in effect until terminated by Client upon ten (10) days prior written notice; Bank may terminate this Service Schedule at any time, including any use of the Services by Third Party. In the event of any termination, all fees incurred under this Service Schedule shall become immediately due and payable.

12. **Survival of Obligations.** The Section entitled "Use of Third Party" and Sections 2.B., 2.C., 2.F., 2.H., 2.K., 3.B., 4, 5 and 8 shall survive any expiration or earlier termination of this Service Schedule and, thereafter, remain in full force and effect.

13. **Multiple Signatures.** This Service Schedule may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together will constitute one and the same written agreement.

Client: State of Alaska

By: Gabe Ellenbecker 3/18/22  
Signature Date

Gabe Ellenbecker  
Printed Name:  
Assistant Cash Manager  
Title:

DocuSigned by:  
Third Party: Health Management Systems, Inc.  
By: Sas Mukherjee 3/15/2022  
Signature Date

Sas Mukherjee  
Printed Name:  
CFO  
Title:

KEYBANK NATIONAL ASSOCIATION  
By: Kim M... 3/15/22  
Signature Date  
Managing Director  
Title

## APPENDIX E

### ADDENDUM TO KEY IMAGE CASH LETTER SERVICE SCHEDULE USE OF THIRD PARTY

This Addendum ("**Addendum**") to Key Image Cash Letter Service Schedule, Use of Third Party is made as of March 8, 2022 by and between **KEYBANK NATIONAL ASSOCIATION**, a national banking association (the "**Bank**"), **STATE OF ALASKA** (the "**Client**"), and **HEALTH MANAGEMENT SYSTEMS, INC.**, a Gainwell Technologies company ("**Third Party**").

#### RECITALS

**WHEREAS**, the Client, Third Party and Bank are parties to that certain Key Image Cash Letter Service Schedule, Use of Third Party, executed as of the date hereof (the "**Schedule**"); and

**WHEREAS**, the Client, Third Party and Bank desire to modify certain terms and conditions of the Schedule in the manner hereinafter provided.

**NOW THEREFORE**, for and in consideration of the matters described in the foregoing Recitals, which Recitals are incorporated herein by reference and made a part hereof, the provisions of this Addendum and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Capitalized Terms.** Capitalized terms that are used but not otherwise defined herein shall have the meanings ascribed thereto in the Cash Management Master Agreement, or the Schedule as applicable.

2. **Amendments.** The Schedule is hereby amended as follows:

Section 5(a) is deleted in its entirety and replaced with the following language:

*"Indemnification by Client. Client shall be liable to Bank for all claims, demands, losses, liabilities or expenses (including interest, costs, and reasonable attorney's fees and other expenses of representation) proximately caused by or arising from (i) a breach of any warranty or covenant by Client under this Service Schedule; (ii) the acceptance and/or presentment by Bank of Electronic Items (or Substitute Checks created from Electronic Items) for forward collection and payment in accordance with any Electronic File, which Bank reasonably believes was sent by or on behalf of Client or by or on behalf of Third Party; (iii) any representation, warranty or indemnity made by Bank to another bank or person under applicable law, clearinghouse rule or image exchange agreement in connection with the collection or presentment by Bank of Electronic Items or Substitute Checks created from Electronic Items; (iv) any loss or claim occurring or arising as a result of or attributable to Client's acts or omissions under this Service Schedule, including, without limitation, any compromise of Client's Confidential Information or customer data."*

3. **Ratification.** All of the covenants, terms and conditions in the Schedule, except any covenants, terms or conditions specifically modified by this Addendum, remain in full force and effect.

4. **Successors and Assigns.** This Addendum shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

5. **Governing Law.** This Addendum shall be governed by and construed in accordance with the internal laws of the State of Alaska, without regard to conflicts of law rules, and applicable federal law.

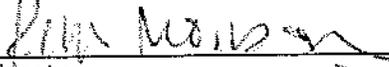
6. **Multiple Signatures.** This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together will constitute one and the

same written Schedule. A facsimile or electronic transmission of a duly executed counterpart of this Addendum shall be as valid, in all respects, as an original.

7. **Authority.** Each of the undersigned representatives of the parties certifies that he or she is fully authorized to enter into and execute this Addendum.

**ACKNOWLEDGED AND AGREED TO AS OF THE DATE SET FORTH ABOVE:**

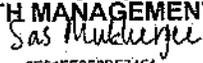
**KEYBANK NATIONAL ASSOCIATION**

By:   
Signature  
Title: Managing Director

**STATE OF ALASKA**

By:   
Signature  
Title: Assistant Cash Manager

**HEALTH MANAGEMENT SYSTEMS, INC.**

DocuSigned by:  
  
Signature  
3E51FE9F0BF7451...  
Title: CFO